

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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CROWN CLOTHING CORPORATION, : Civil Action No. 05-10049 (NG)
Plaintiff :
v. :
RANDCORE, INC., :
RAND INTERNATIONAL TRADING, :
INC., ANDRE BERNARD, AND :
RONALD BERNARD, :
Defendants :
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**INITIAL DISCLOSURES OF THE DEFENDANTS RANDCORE, INC. RAND
INTERNATIONAL TRADING, INC. AND ANDRE BERNARD**

The defendants, Randcore , Inc., Rand International Trading, Inc. and Andre Bernard, hereby provide the following initial disclosures to the plaintiff and to the co-defendant Ronald Bernard:

A. Individuals likely to have discoverable information relevant to disputed facts alleged with particularity in the pleadings:

1. Andre Bernard is President of Randcore, Inc. and Rand International Trading, Inc. and the individual primarily responsible for the business relationship between those corporations and the plaintiff. He has knowledge of the business relationship between the plaintiff (hereinafter "Crown"), Randcore, Inc. ("Randcore") and Rand International Trading, Inc. ("Rand"). He is also knowledgeable about how the relationship evolved after the parties began dealing with Albena, specifically that the defendants were no longer acting as Crown's agent, but rather as an independent wholesaler. He is knowledgeable with regard to the circumstances of the so-called "agency agreement," including why Crown asked that he sign it, the fact that it was back-

dated, as well as promises made with respect to the agreement. He is also knowledgeable with respect to the nature and degree of financial pressure placed upon the defendants by Crown. He is also knowledgeable about Crown's damage claim, and credits against that claim to which the defendants are entitled. Finally, Mr. Bernard is also knowledgeable with respect to the details and basis for the defendants' counterclaim.

2. Richard Silverman, President of Crown Clothing. Mr. Silverman is also knowledgeable as to the business relationship between Crown and the defendants both prior to and subsequent to the relationship with Albena Style. He is also knowledgeable about the circumstances about the so-called "agency agreement," including the fact that it was back dated, and the reasons why Crown requested it. He is also knowledgeable about Crown's practice about the financial pressures it placed upon the defendants, by reducing their per unit payment, and deducting the monies due for any deficiencies in garments.

3. Robert R. Gracie, Vice President of Crown Clothing. Mr. Gracie is knowledgeable as to the matters set forth above with regard to Mr. Silverman, except that Mr. Gracie was not personally involved in the signing of the back-dated Agency Agreement.

4. Carol Reed. Ms. Reed, an employee of Crown, is knowledgeable as to day-to-day dealings between the parties, including the manner in which any deficiencies in goods were deducted from monies due the defendants.

B. Documents and Tangible Things In Defendants' Control Relevant to Disputed Facts:

Number	Date	Description
0001	7/21/04	Correspondence from Bob Gracie to Rand Corporation.
0002	9/21/04	Outgoing funds transfer request.
0003	7/22/04	Documentation re testing.

0004	10/1/04	E-mail from Rand Corp. to Claudio Toni.
0005	9/2/04	E-mail from testing lab to Rand International.
0006	9/16/04	E-mail exchange from Rand to Manuela Boso
0007-8	4/10/04	Fiber test results sent to Rand International
0009	9/11/04	E-mail from Rand International to Dr. Claudio Toni.
0010	8/23/04	Invoice from Rand International to Crown re monies advanced to Pioner.
0011	4/10/04	Fiber test results sent to Rand International
0012	10/17/01	Crown invoice to Rand International for "assorted shirt jackets being held in your account..."
0013	11/13/01	E-mail (?) from Mr. Bernard to Mr. Gracie.
0014	9/21/01	Crown invoice to Rand International for Monti shirt jackets.
0015		(duplicate of 0014)
0016	1/30/04	E-mail from Nik Todorov to Mr. Gracie.
0017-21	1/30/04	Attachments to Mr. Todorov's e-mail re: trims cost.
0022	4/24/01	E-mail from Crown (Carol Reed) to Mr. Bernard.
0023	2/1/01	Crown invoice to Rand International.
0024	11/2/01	E-mail from Vladimir Kopal to Rand.
0025	10/2/02	E-mail from Nichola Todorov to Rand International.
0026-28	10/2/02	Attachments to Mr. Todorov's e-mail (0025).
0029	5/3/02	Moni invoice.
0030	12/11/02	Fax from Richard Silverman to Andre Bernard re Kosher certification.
0031	1/13/05	Letter from Crown re Philippine shipment.
0032	1/11/05	E-mail from Mr. Bernard to Mr. Silverman re Philippine's samples.
0033	5/23/04	Rand International invoice re advance of monies to Pioner.
0034	7/5/01	Albeena invoice to Crown.
0035	8/2/01	Crown invoice to Albeena.
0036	7/10/01	Agra-Services invoice to Crown.
0037	8/15/01	E-mail from Lydia Dimitrova to Crown.
0038	2/4/02	E-mail from Crown to Rand International.
0039	2/4/02	Attachment to number 0038 re unpaid invoices.
0040	?	List of "Albeena deductions."
0041	5/30/01	E-mail from Albeena to Rand International.
0042	12/17/02	E-mail from Wal-Mart to Crown re Wal-Mart inspection of Albeena factory, and violations.
0043-51	12/13/02	"Corrected action plan" and Wal-Mart monitoring report.
0052	10/7/04	Protocol re meeting between Marcolana and Albeena.
0053	7/13/00	Letter from Adhelm to Crown.
0054	7/22/04	E-mail from Mr. Gracie to Rand Corp.
0055	3/5/04	E-mail from Albeena to Crown.
0056	7/11/02	Crown specification verification form.
0057	10/2/02	E-mail from Crown to Rand International.
0058	?	Rand International Trading memorandum.
0059	?	Pattern drawing from Mr. Bernard to Mr. Gracie.

0060	8/23/04	Certification from Pioner re advance of \$20,000 from Rand International.
0061	8/26/04	Certification by Pioner re second \$20,000 advance.
0062		E-mail from Crown (Carol Reed) to Rand International re "warm pocketing."
0063	6/18/01	E-mail from Crown (Carol Reed) to Rand International re K.C. project.
0064	11/13/01	Rand International invoice to Crown.
CRO0001-CRO0004	4/1/90	Buying agency agreement
CRO0006-CRO0008	"3/1/95" (back dated)	"Agency agreement"

In addition, as previously disclosed, Mr. Bernard is in possession of a tape recording of a conversation between himself and Mr. Silverman.

C. Computation of Damages In Counterclaim of Randcore.

Randcore has sent invoices to Crown, for goods had and received, in an amount believed to be greater than \$100,000.

D. Insurance Agreements

There are no applicable insurance agreements, so far as the defendants are aware.

By their attorneys,

/s/ Jeffrey S. Stern
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DATED: _____

CERTIFICATE OF SERVICE

I, Jeffrey S. Stern, hereby certify that on the above date I served the within document by mailing a copy of same, postage prepaid, to the following counsel of record:

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